

Exhibit A

Term Sheet for Postpetition Facility

Borrower: Katherine Youngman, Esq., (not individually but solely in her capacity as Chapter 7 Trustee for each of New Century Transportation, Inc., Northwind Logistics, LLC, and Western Freightways, LLC).

Maximum Amount of Advances on a Final Basis: \$8.962 million (inclusive of amounts advanced to Debtors on the Petition Date).

Interest Rate: Prime Rate (as defined in Prepetition Senior Credit Agreement) plus 4.75% per annum.

Unused Line Fee: .50% per annum

All interest and fees calculated based on number of days elapsed based on a year of 360 days.

The Trustee shall be deemed to have requested a loan in the amount of any interest or fee on the date that same comes due.

Termination Date: August 15, 2014, unless extended by mutual consent of Postpetition Agent and Trustee.

Events of Default:

- a. Conversion of any of the Cases from a case under Chapter 7 of the Bankruptcy Code.
- b. Breach of terms or provisions of any Financing Orders.
- c. Deviation from Budget of more than 5% per week in the aggregate, or 10% per line item per week.
- d. Dismissal of any of the Cases.
- e. Failure to deliver proceeds of any Prepetition Collateral or Postpetition Collateral to the Postpetition Agent for application in accordance with the Financing Orders.
- f. Failure to promptly move to retain Taylor & Martin as fleet liquidation consultants to the Trustee and auctioneer
- g. Filing of any application or motion by the Trustee with the Court that seeks to revoke, vacate, reverse, stay, modify, supplement or amend the Postpetition Facility, or any Financing Order, without the written consent of the Postpetition Agent.
- h. Incurring any liability which is senior or equal in priority to any Postpetition Obligations, except as provided in the Financing Orders.
- i. The Final Order is not entered by the date that is 40 days after entry of the Interim Order, or is not in form and substance satisfactory to the Postpetition Agent.
- j. Entry of an order permitting any creditor other than the holders of Prepetition Permitted Liens, the Postpetition Agent or the Prepetition Senior Agent to foreclose or otherwise realize on any of the Prepetition Collateral or Postpetition Collateral.
- k. Payment of any prepetition liability of the Debtors other than as set forth in an Order entered by this Court satisfactory to the Postpetition Agent authorizing the Trustee to operate the Debtors, as set forth in the Financing Orders, or as otherwise consented to by the Postpetition Agent in its sole discretion.

- I. Entry of an order of a court determining that the Subordination Agreement is not effective, binding and enforceable in accordance with its terms.